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RECENT IMPORTANT DECISIONS.

ADVERSE POSSESSION—HOSTILE CHARACTER—POSSESSION UNDER EXECUTORY CONTRACT FOR SALE.—In 1895 plaintiff orally contracted to sell the land in question to defendant's wife, agreeing to deliver a deed upon final payment of the purchase price. Defendant and wife thereupon entered upon the premises, built their home thereon and made other improvements. Defendant's wife died in 1899, after which date defendant arranged with plaintiff to work the lands on shares. This arrangement was continued for several years. In 1909 plaintiff rented the land to one Young, against the protest of defendant, who ousted Young in 1911. Defendant paid for the land in full after the death of his wife, the date of payment not appearing from the facts of the case, but never received a deed. In 1911 plaintiff sued defendant to recover possession of said land. Defendant contended that he had acquired title thereto by adverse possession for the statutory period of fifteen years. *Held*, that where a vendee under an executory contract for the sale of land looks to his vendor for title his possession is not adverse to that of the vendor, and as the possession of defendant was amicable from the beginning and there was no act done by defendant to apprise plaintiff that he, the defendant, held the land adversely, his claim of adverse possession must fail. *Padgett v. Decker* (Ky. 1911) 140 S. W. 152.

Where one enters into possession of land under an executory contract of purchase, such possession is in subordination of the title of the vendor until payment or performance of all conditions by vendee, *In re Department of Public Parks*, 73 N. Y. 560, 566; *Heermans v. Schmaltz*, 7 Fed. 566, 577; or until the vendee has distinctly and irrevocably repudiated the title of his vendor. *Burke v. Douglass*, 115 Mich. 197, 73 N. W. 133; *Furlong v. Garrett*, 44 Wis. 111; *Adams v. Fullam*, 43 Vt. 592, and cases cited in 1 Cyc. 1046; *Sprigg v. Albin*, 6 J. J. Marsh. (Ky.) 158, 163; *Moore v. Farrow*, 3 A. K. Marsh. (Ky.) 48; *Riley v. Million*, 4 J. J. Marsh. 396. *Accord*: *Commonwealth v. Gibson*, 85 Ky. 666, 4 S. W. 453, 9 Ky. Law Rep. 205, (where a party entered and occupied for the statutory period with expectation that the owner would convey *in futuro*); *Creech v. Abner*, 106 Ky. 239, 50 S. W. 58, 20 Ky. Law Rep. 1812. The court having found no change in the amicable possession of defendant until the ouster of Young the decision in the principal case is in accord with the undoubted weight of authority, and with the former decisions in Kentucky. Had defendant held possession for the statutory period *after* payment of the purchase price, he would undoubtedly have acquired title by adverse possession under the cases cited above, notwithstanding a deed had not been delivered to him.

BILLS AND NOTES—BONA FIDE PURCHASER—EFFECT OF TAKING AFTER MATURITY.—Plaintiff purchased nine promissory notes amounting to \$1,200, payable at different times, and given by defendant for the price of a printing press purchased from the payee. The press did not comply with the terms of a